

OPTION LETTER

State Agency Colorado Department of Corrections	Option Letter Number 2
Contractor Global Tel*Link Corporation (GTL)	Original Contract Number 82140
Current Contract Maximum Amount No State funds are expended through this Contract. This is a revenue-producing contract.	Option Contract Number 82140-OL2
	Contract Performance Beginning Date September 23, 2020
	Current Contract Expiration Date June 30, 2022

1. OPTIONS:

A. Option to extend for an Extension Term

2. REQUIRED PROVISIONS:

A. In accordance with Section(s) 2.C of the Restated Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2021 and ending on the current contract expiration date shown above, at the rates stated in the Restated Contract, as amended.

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or July 1, 2021, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Corrections Dean Williams, Director</p> <p>By: <u>Deb Goheen</u> Deb Goheen, Director Finance and Administration</p> <p>Date: <u>3/26/2021</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: <u>Bradley Duca</u> Bradley Duca, Controller</p> <p>Option Effective Date: <u>3/29/21</u></p>
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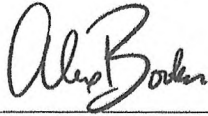


CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Corrections	Original Contract Number 82140
Contractor Global Tel*Link Corporation (GTL)	Amendment Contract Number 82140-Amd1
Current Contract Maximum Amount No State funds are expended through this Contact. This is a revenue-producing Contract.	Contract Performance Beginning Date September 23, 2020 Current Contract Expiration Date June 30, 2022

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR Global Tel*Link Corporation (GTL)</p> <div style="text-align: center;">  _____ By: Alexandra Booker, Contracts Manager Date: <u>6/3/2021</u> </div>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Corrections Dean Williams, Director</p> <div style="text-align: center;">  _____ <input checked="" type="checkbox"/> By: Deb Goheen, Director Finance and Admin <input type="checkbox"/> By: Ashley Clark, Assistant Director F & A Date: <u>6/3/2021</u> </div>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <div style="text-align: center;">  _____ By: Bradley Duca, Controller Amendment Effective Date: <u>6/7/21</u> </div>	

1. **PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. **TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or June 13, 2021, whichever is later and shall terminate on the termination of the Contract.

4. **PURPOSE**

The purpose of the Original Contract is for provision of Inmate Telephone Services. The purpose of this Amendment is to amend the rates for inmate phone calls and video visitation sessions per notification from the vendor.

5. **MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. Telephone rates referenced in Exhibit B – INMATE TELEPHONE SERVICE have decreased from \$0.1075/minute to \$0.08/minute. The Call Rates and Surcharges table for Exhibit B shown on Page 36 of the Restatement Contract is replaced in its entirety with the table by the same name shown below:

Call Type/Collect	Collect Rates		
	Connect Fee	First Minute	Additional Minute
Local	\$0.00	\$0.08	\$0.08
Intralata/Intrastate	\$0.00	\$0.08	\$0.08
Interlata/Intrastate	\$0.00	\$0.08	\$0.08
International	N/A	N/A	N/A
Call Type/Prepaid	Prepaid Rates		
	Connect Fee	First Minute	Additional Minute
Local	\$0.00	\$0.08	\$0.08
Intralata/Intrastate	\$0.00	\$0.08	\$0.08
Interlata/Intrastate	\$0.00	\$0.08	\$0.08
International	\$0.00	\$0.50	\$0.50
Call Type/Prepaid	Debit Calling Rates		
	Connect Fee	First Minute	Additional Minute
Local	\$0.00	\$0.08	\$0.08
Intralata/Intrastate	\$0.00	\$0.08	\$0.08

Interlata/Intrastate	\$0.00	\$0.08	\$0.08
International	\$0.00	\$0.50	\$0.50

B. Video Visitation rates referenced in Exhibit D – VIDEO VISITATION AND MANAGEMENT SOLUTION have decreased from \$0.40/minute to \$0.25/minute, thereby changing the 10-minute visit charge from \$4.00 to \$2.50, and the 25-minute visit charge from \$10.00 to \$6.25. The video visitation rate table shown in Section 7 of Exhibit D on page 46 of the Restatement Contract is replaced in its entirety with the table shown below:

Visit Duration	Charge to Visiting Party
10 Minutes	\$2.50
25 Minutes	\$6.25

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

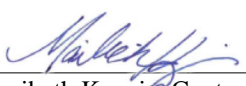
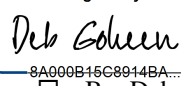
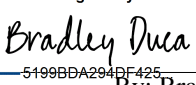
This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

CONTRACT AMENDMENT #2**SIGNATURE AND COVER PAGE**

State Agency Colorado Department of Corrections	Original Contract Number 82140
Contractor Global Tel*Link Corporation (GTL)	Amendment Contract Number 82140-Amd2
Current Contract Maximum Amount No State funds are expended through this Contact. This is a revenue-producing Contract.	Contract Performance Beginning Date September 23, 2020
	Current Contract Expiration Date June 30, 2022

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p align="center">CONTRACTOR Global Tel*Link Corporation (GTL)</p> <p align="center"></p> <p>By: Maribeth Kuzniak, Contracts Manager Date: 25-AUG-2021</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Corrections Dean Williams, Director</p> <p>DocuSigned by: </p> <p>3A000B16C8914BA... <input type="checkbox"/> By: Deb Goheen, Director Finance and Admin <input type="checkbox"/> By: Ashley Clark, Assistant Director F & A</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: </p> <p>5199BDA294DF42E By: Bradley Duca, Controller</p> <p>Amendment Effective Date: _____</p>	

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence two (2) weeks after the date reflected as the Amendment Effective Date shown on the Signature Well and Cover Page for this Amendment or September 1, 2021, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of the Original Contract is for provision of Inmate Telephone Services. The purpose of this Amendment is to amend the rates for inmate phone calls.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. International telephone rates referenced in Exhibit B – INMATE TELEPHONE SERVICE have decreased from \$0.50/minute to \$0.08/minute. The Call Rates and Surcharges table for Exhibit B of the Restatement Contract is replaced in its entirety with the table by the same name shown below:**

Call Type/Collect	Collect Rates		
	<i>Connect Fee</i>	<i>First Minute</i>	<i>Additional Minute</i>
Local	\$0.00	\$0.08	\$0.08
Intralata/Intrastate	\$0.00	\$0.08	\$0.08
Interlata/Intrastate	\$0.00	\$0.08	\$0.08
International	N/A	N/A	N/A
Call Type/Prepaid	Prepaid Rates		
	<i>Connect Fee</i>	<i>First Minute</i>	<i>Additional Minute</i>
Local	\$0.00	\$0.08	\$0.08
Intralata/Intrastate	\$0.00	\$0.08	\$0.08
Interlata/Intrastate	\$0.00	\$0.08	\$0.08
International	\$0.00	\$0.08	\$0.08
Call Type/Prepaid	Debit Calling Rates		
	<i>Connect Fee</i>	<i>First Minute</i>	<i>Additional Minute</i>
Local	\$0.00	\$0.08	\$0.08
Intralata/Intrastate	\$0.00	\$0.08	\$0.08
Interlata/Intrastate	\$0.00	\$0.08	\$0.08
International	\$0.00	\$0.08	\$0.08

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

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STATE OF COLORADO CONTRACT RESTATEMENT COVER PAGE

Solicitation Number: N/A (for procedural historical reference, not incorporation)	Contract Number 82140
State Agency Colorado Department of Corrections	Contractor Global Tel*Link Corporation (GTL)
Contract Performance Beginning Date August 1, 2015	Initial Contract Expiration Date June 30, 2021
Except as provided in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed Eight (8) years from the Performance Beginning Date.	
No State funds are expended through this Contract. This is a revenue producing contract.	
Options The state shall have the following option indicated by the checked box, as further described in §2.C. <input checked="" type="checkbox"/> Option to Extend Term, per §2.C.	
Protected Information Contractor shall maintain the confidentiality of the following types of information if indicated by a checked box, as specified in the referenced Contract section: <input checked="" type="checkbox"/> Tax Information, §8.A.i <input checked="" type="checkbox"/> PCI, §8.A.ii <input checked="" type="checkbox"/> CJL, §8.A.iii <input checked="" type="checkbox"/> PHI, §8.A.iv	
Insurance Contractor shall maintain the following insurance if indicated by a checked box, as further described in §10: <input checked="" type="checkbox"/> Worker's Compensation <input checked="" type="checkbox"/> Automobile Liability <input type="checkbox"/> Professional Liability <input type="checkbox"/> Protected Information <input type="checkbox"/> Crime <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> SUBROGATION WAIVER REQUIRED FOR ALL INSURANCE COVERAGES <input checked="" type="checkbox"/> CDOC NAMED AS ADDITIONALLY INSURED ON COMMERCIAL GENERAL LIABILITY REQUIRED	
Rights in Work Product Contractor shall convey the following rights in the Work product if indicated by a checked box, as further described in §16: <input type="checkbox"/> Copyright, as described in §16.A.i <input type="checkbox"/> Patent, as described in §16.A.ii	
Contract Authority Authority to enter into this Contract, C.R.S. sections 17-1-103, 17-1-105 and 17-24-126. CDOC has the authority to make all decisions concerning the providing of space and the installation and use of equipment at the facilities during the entire term of this agreement.	
Contract Purpose Contractor will provide Inmate Telephone Services ("ITS") for the term of this Contract. The CDOC also desires to have the option to increase services provided by contractor under this Contract as further provided.	
Principal Representatives	
For the State: Kristina Ireland, CCI Canteen Services Manager PO Box 300 Canon City, CO 81212 Kristina.ireland@state.co.us 719-269-5931	For Contractor: Michael Patterson 3120 Fairview Park Drive Suite 300 Falls Church, CA 22042 MPatterson@gtl.net Cell 916-996-0533

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Inmate Telephone Service
3. Exhibit C – Mobility Service
4. Exhibit D – Video Visitation and Management Solution
5. Exhibit E - Payment Services, Inmate Trust Deposits
6. Exhibit F – Contractor Tablet Handling Process
7. Exhibit G – Facility Equipment
8. Exhibit H – Global Tel*Link Corporation End Use License Agreement
9. Exhibit I - Option Letter

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

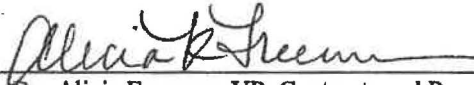
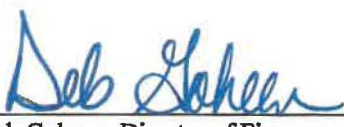
1. Colorado Special Provisions in §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A – Statement of Work
4. Exhibit B – Inmate Telephone Service
5. Exhibit C – Mobility Service
6. Exhibit D – Video Visitation and Management Solution
7. Exhibit E - Payment Services, Inmate Trust Deposits
8. Exhibit F – Contractor Tablet Handling Process
9. Exhibit G – Facility Equipment
10. Exhibit H – Global Tel*Link Corporation End Use License Agreement
11. Exhibit I – Sample Option Letter

STATE OF COLORADO CONTRACT

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p>CONTRACTOR Alicia Freeman, VP, Contracts and Procurement</p> <p> By: Alicia Freeman, VP, Contracts and Procurement</p> <p>Date: <u>September 22, 2020</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Corrections Dean Williams, Director</p> <p> By Deb Goheen, Director of Finance and Administration</p> <p>Date: <u>9/22/2020</u></p>
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In accordance with C.R.S. §24-30-202, this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD


By: Bradley Duca, Controller

Effective Date: 9/23/20

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the state agency named on the Signature and Cover Pages for this Contract (the “State,” or “CDOC”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no

obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If this box is checked on the Cover Page, the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D.**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed eight (8) years from its Effective Date, or the number of years specified on the Cover Page if such number is less than eight (8) years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the state of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than sixty percent (60%) completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "AR" means administrative regulation.
- B. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under C.R.S. §24-109-105 at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- C. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in C.R.S. §24-11-101(1).
- D. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to C.R.S. §24-102-202(6) to procure or supervise the procurement of all supplies and services needed by the State.
- E. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under C.R.S. §24-72-302.
- F. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- G. "**CORA**" means the Colorado Open Records Act, C.R.S. §§24-72-200.1, *et. seq.*
- H. "**End of Term Extension**" means the time period defined in §2.D.
- I. "**Effective Date**" "Effective Date" means either:
 - i. The date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract, or.

- ii. If this Contract is for a Major Information Technology Project, as defined in C.R.S. §24-37.5-102(2.6), the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate, or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. **"Exhibits"** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **"Extension Term"** means the time period defined in §2.C.
- L. **"Goods"** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in C.R.S. §§24-37.5-401, *et. seq.* Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.
- N. **"Initial Term"** means the time period defined in §2.B.
- O. **"Inmate"** means a member of the DOC inmate population.
- P. **"Party"** means the State or Contractor, and **"Parties"** means both the State and Contractor.
- Q. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- R. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- S. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual 's identity, such as name, social security number, date and place of birth, mother 's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §§24-72-501 and 24-73-101.
- T. **"Principal Representative"** means that person identified on the Cover Page for this Contract.

- U. **“Review”** means examining Contractor’s work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in Exhibits A through I.
- V. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- W. **“State Confidential Information”** means any State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13) (a).
- Y. **“State Fiscal Year”** means a twelve (12) month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- BB. **“Tax Information”** means federal and state of Colorado tax information including, without limitation, federal and state tax returns, return information, and such other tax-related information as may be protected by federal and state law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- CC. **“Trust Fund”** means pursuant to federal court order and C.R.S. §17-24-126 the State acts as trustee for the inmate trust fund through which all monies handled under this Contract are managed, and accordingly no State General fund dollars are expended or become obligated under this Contract.
- DD. **“Term”** means the time period defined in **§2.B**.
- EE. **“Work”** means the performance of the Services described in this Contract.
- FF. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within forty-five (45) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within forty-five (45) days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the forty-fifth (45th) day at the rate of one percent (1%) per month, as required by C.R.S. §24-30-202(24) (a), until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has

concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Cover Page for this Contract shows the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to "Option Letter". Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the Option Letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three (3) months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the times specified in the Exhibits, or if no time is specified in this Contract, not later than five (5) Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified in §15.

C. Performance Outside the State of Colorado or the United States, C.R.S. §24-102-206.

To the extent not previously disclosed in accordance with C.R.S. §24-102-206, Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within twenty (20) days following the earlier to occur of Contractor's decision to perform Services outside of the state of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the state of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the state of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three (3) years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following, if the boxes are checked on the Cover Page:

- i. the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable,
- ii. the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI,
- iii. the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and
- iv. the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable.

Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. §24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S. §§24-73-101 *et seq.*

9. CONFLICTS OF INTEREST**A. Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer, or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a

disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

If this box is checked on the Cover Page, workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one (1) fire.

C. Automobile Liability

If this box is checked on the Cover Page, automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

If this box is checked on the Cover Page, liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability

If this box is checked on the Cover Page, professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

If this box is checked on the Cover Page, crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. **Additional Insured**

- i. **The State shall be named as additional insured on all commercial general liability policies required of Contractor and Subcontractors.**

H. **Primacy of Coverage**

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

I. **Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least thirty (30) days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven (7) days of Contractor's receipt of such notice.

J. **Subrogation Waiver**

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. **Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. **Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven (7) Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven (7) Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven (7) Business Days following Contractor's execution of the subcontract. No later than fifteen (15) days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

Certificates shall be delivered to the State, attention CDOC Contracts Unit, by email to doc_purchasing@state.co.us, or by US Mail to PO Box 1010, Canon City, CO 81215.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under C.R.S. §24-109-105, the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret, or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or Subcontractors from the

Work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A. fails to resolve the dispute within ten (10) Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in C.R.S. §24-101-301(30) for resolution in accordance with the provisions of C.R.S. §§24-106-109, and 24-109-101.1 through 24-109-505 (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's Principal Representative at the address set forth on the Cover Page for this Contract, or (C) as an email with read receipt requested to the Principal Representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's Principal Representative at the address set forth on the Cover Page for this Contract. Either Party may change its Principal Representative or Principal Representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a Principal Representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and

other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

If this box is checked on the Cover Page, to the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

If this box is checked, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State

approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of C.R.S. §§24-106-103, 24-102-206, 24-106-106, and 24-106-107 regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

- i. Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State.
- ii. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the state of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under C.R.S. §§39-26-704(1), *et seq.* (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales, or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under C.R.S. §24-106-107, if any, are subject to public release through CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties") against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or

omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in C.R.S. §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the state of Colorado, and its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the state of Colorado risk management statutes, C.R.S. §§24-30-1501, *et seq.* No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its**

agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and state of Colorado laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the state of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of C.R.S. §24-106-109. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. C.R.S. §§24-30-202(1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to C.R.S. §24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §§39-21-101, *et seq.*; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. §§8-17.5-101, *et seq.*

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three (3) days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S. §§8-17.5-101, *et seq.*, the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. §§24-76.5-101, et seq.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. §§24-76.5-101, et seq., and (iii) has produced one form of identification required by C.R.S. §24-76.5-103, prior to the Effective Date of this Contract.

EXHIBIT A, STATEMENT OF WORK**1. COMPLETION**

Contractor shall complete the Work and its other obligations as described herein and in all Contract Exhibits on or before the expiration date of this Contract. The CDOC shall not be liable to compensate the Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

2. SERVICES

Contractor shall provide those services herein to include Exhibit B, Inmate Telephone Service, Exhibit C, Mobility Services, and/or Exhibit D, Video Visitation and Management Solution, and/or Exhibit E, Payment Services, Inmate Trust Deposits.

Contractor does not furnish, maintain or provide consumables for peripheral equipment associated with the services provided under this contract to include printer paper, cassette tapes, compact disks, etc.

3. SERVICES SCHEDULES

Any Contractor Affiliate may sign in its own name a schedule for the delivery of services ("Service Schedule"), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement. For purposes of this Agreement, the term "Contractor Affiliate" means any entity that controls, is controlled by or is under common control with Global Tel•Link Corporation.

4. GOODS AND SERVICES

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the CDOC.

5. EQUIPMENT

- A. This Agreement applies to the installation, management, operation and maintenance of the equipment furnished by the Contractor as listed and described, as applicable, in Exhibits B, C, D, E, and G at the time of execution of the Agreement or during the term of this Agreement, at CDOC facilities, whether existing, newly installed or renovated (collectively "Facility").
- B. In addition to what is listed in the exhibits to this Agreement, for this Section 5 the term "Equipment" shall include, but is not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Contractor are installed upon the premises owned or controlled by CDOC or any of its agencies or affiliates, such property shall remain in all respects that of the Contractor. The Contractor reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Contractor shall not exercise such a right of removal or relocation unreasonably. The Contractor shall notify the CDOC in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Contractor, the Contractor shall restore said premises to its original condition, ordinary wear and tear excepted. However, the Contractor shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. Contractor shall remove any unused equipment from Premise

Provider's property within 30 days of being placed "out of service", unless otherwise agreed to by the Parties. Abandoned equipment shall be considered "introduction of contraband" according to CDOC policy. The CDOC, or any State entity or State subcontractor may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by all parties. Equipment shall not be disconnected or moved by CDOC from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Contractor.

- C. Title to Equipment hereunder shall be and at all times remain in the Contractor.
- D. The CDOC agrees and acknowledges that all telephone instruments, system equipment, recording equipment, software and fixtures, including printers, modems, computers (as inventoried to Contractor) and supplies installed or furnished by Contractor in order to perform the Services, shall remain the sole and exclusive property of the Contractor, third party manufacturers, or the Contractor's subcontractor(s) or Licensor(s), as applicable.
- E. Except as specifically indicated, all software, documentation, and other intellectual property (collective the "IP") supplied by Contractor or made available by Contractor through this Agreement is being provided to CDOC on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Contractor's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by the Contractor and its licensors.
- F. During the term of this Agreement, the Contractor grants CDOC a non-exclusive, non-transferable, license to use the IP solely for accessing the products and services supplied by the Contractor in the manner contemplated by this Agreement. CDOC shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.
- G. Support and Maintenance Contractor shall respond to all kites and or grievances from Premise Provider relating to all Contractor provided services, equipment and product matters within 7 calendar days of written notification for kites and 10 calendar days for grievances.

6. SECURITY PROVISIONS AND FACILITY INFORMATION

- A. All CDOC correctional facilities have significant security requirements which make it necessary for the Contractor to communicate and coordinate work with the CDOC Principal Representative or their designee, for the efficient delivery of services.
- B. All Contractor personnel who provide services on CDOC property will be subject to an initial CDOC criminal background check, periodic background checks may be performed, and

- annual background checks will be required on each personnel who provides services on CDOC property.
- C. Contractor Personnel shall be required to sign a "Consent to Search Authorization" form before CDOC shall permit access to any correctional facility.
 - D. Contractor Personnel shall be subject to search of person or vehicle at any time while on any CDOC facility and grounds. Any search conducted shall be at the discretion of security personnel and does not require probable cause.
 - E. In the event of a facility disturbance or event, CDOC may temporarily detain the entry, and exit of all traffic from the facility. All reasonable efforts shall be made to release the Educational Institution's Affiliates as quickly as possible while maintaining the security of the CDOC facility
 - F. Personally owned cellular devices are prohibited inside any CDOC facility, and are considered introducing contraband in the second degree pursuant to C.R.S 18-8-204.
 - G. Contractors are prohibited from using, possessing, or introducing tobacco, tobacco related products, tobacco substitutes, vaping products or e-cigarettes within CDOC facilities in accordance with C.R.S. 18-8-204.
 - H. Hostage Situation: In the event a hostage situation arises, CDOC will not negotiate with an inmate or any other person to secure the release of any individual, including the Educational Institution's Affiliates. Educational Institution shall notify all of its Affiliates of this policy prior to entering any CDOC Facility.

7. CDOC'S OBLIGATIONS

- A. CDOC shall provide Contractor with escorted access within CDOC facilities during the performance of Contractor's service under the terms, and duration of this contract.
- B. The CDOC shall provide Contractor's employees and/or subcontractors, who will be supporting this contract for any maintenance services and will be in contact with inmates, a mandatory training before they are allowed to work with or around inmates. CDOC shall provide the training at no charge, and Contractor/Subcontractor are responsible for compensation to their respective staff while in training.
- C. The CDOC shall provide Contractor employees and/or subcontractors, with annual refresher training.
- D. CDOC shall reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Contractor. Neither CDOC nor the Office of Information Technology (OIT) shall allow any third party to, tamper with or otherwise modify the products supplied by the Contractor under this Agreement or associated software, or connect the products/equipment or associated software to any hardware or software that is provided by the Contractor.
- E. CDOC shall provide, at its expense, all necessary power and power source, and provide suitable space, accessible to the users.
- F. CDOC shall provide reasonable access to its respective facilities without charge or prejudice to Contractor employees or representatives, patrons, or consignees. The CDOC shall permit Contractor authorized personnel access to the equipment, information, data, data

communication services, and communication lines required for the installation, operation, and/or maintenance of the services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations.

- G. CDOC shall provide at its expense a cell phone and cell phone service for each of the Contractor's technicians who are assigned permanently to work at a CDOC facility for official CDOC business only.
- H. Nothing herein is intended or shall operate as a waiver of any applicable law governing disclosure of records, including the Colorado Open Records Act, CRS §24-72-101 et seq. The CDOC agrees to provide the Contractor with prompt written notice of requests for disclosure under such laws of any Contractor information within the scope of this clause.

8. CONTRACTOR'S OBLIGATIONS

A. COST RECOVERY FEE

Contractor shall pay CDOC an annual sum ("Fee") of Eight Hundred Thousand Dollars (\$800,000) to be disbursed in twelve monthly amounts of Sixty-Six Thousand Six Hundred and Sixty Seven Dollars (\$66,667), to enable CDOC to defray costs of management of services supplied under this Agreement. The twelve-monthly amounts of \$66,667 includes the use of 621 square feet of office space at a rate of \$15.50 per square foot per year. This price includes trash and utilities. In exchange, Contractor shall have the exclusive right to collect and retain all revenue generated from the services supplied through this Agreement. The Parties shall evaluate the Fee on an annual basis and reduce the Fee as necessary if required to do so by applicable law or increase the Fee to cover the direct and indirect costs incurred in managing the calling system subject to CRS §17-42-103.

B. SERVICE RATES AND CHARGES

Rates are set forth in Exhibits B, C, D, and E. The rates and charges are fixed for the term of the Contract, including any extensions or renewals, unless otherwise agreed by the parties or required by applicable law. Notwithstanding the above, international rates are subject to change and are not set by this contract. During the term of this Contract, the CDOC and Contractor shall perform an annual rate review to determine if any adjustments are necessary. The Additional Optional Services in Exhibits C, D, and E are not subject to the requirements of CRS §17-42-103.

C. CHANGES IN REGULATIONS

Contractor agrees to notify CDOC in writing within ten (10) days upon determining that it may be precluded by a change in Federal, CDOC or local law or regulations from providing any service. Contractor further agrees that, in the event Contractor or any subcontractor is precluded by applicable law from continuing to provide services, Contractor shall reasonably assist CDOC in identifying another Contractor's system which provides substantially the same features and functionality as the Contractor-provided system, however; CDOC shall make its own independent determination of whether another Contractor's system meets CDOC's requirements, and Contractor shall have no further liability in connection with rendering any such assistance to CDOC. Upon CDOC's selection of a replacement Contractor, at no cost to

the CDOC, the Contractor shall reasonably assist CDOC with the conversion from Contractor's system or services, without unnecessary interruption.

D. REFUNDS

Contractor shall work with the Premise Provider to enhance the ITS Released Inmates Report for the Inmate Pay Pin Debit Account and Usage to be utilized by CIPS staff upon termination of Services and/or upon an inmate's release from the Department. At a minimum, the report will include a detailed summary report of the inmate's name, DOC#, and Inmate Pay Pin Debit Account or Usage balance and the total dollar amount for the releases reflected on the report.

E. REPORTS

Contractor shall develop and/or provide enhancements to required reports including but not limited to, adding the ability to filter the monthly Inmate Reconciliation Report by inmate activity, and updating the current date range on all existing and/or new reports to a calendar month, as requested by the CDOC to effectively monitor Contract services.

F. OWNERSHIP OF DATA & RECORD RETENTION

As allowed by law and State or Federal regulations, CDOC reserves the right to collect all inmate data or information of any sort (including without limitation; call recordings, video visitation, detail records) stored on or in the Contractor Tablet device or on or in Contractor's server(s) or any third party's server if held for or on behalf of Contractor. The Contractor acknowledges that the content of such data, recordings, and the recording media on which the recordings are located, shall be the property of CDOC and the tapes or other recording media will be turned over to CDOC upon the expiration or termination of the Contract, with no claim from the Contractor. All telephone and tablet records shall be retained by the Contractor for the current year plus five (5) years, except that all video visitation records shall be retained by the Contractor for a period of one (1) year from the date of the recording. Any intellectual property contained on such media which belongs to the Contractor shall remain the property of the Contractor although the Contractor shall allow possession of the intellectual (proprietary) property to remain with the CDOC. CDOC shall not disclose or attempt to provide a license or otherwise transmit this property to any other third party. Contractor shall retain all Call Detail Records (DRs) and recordings for the term of this agreement; and shall have the right to use them to respond to legal requests, in order to provide the services under this Agreement.

i. Inmate Telephone System

All call DRs and call recordings contained in the inmate telephone system equipment Contractor provides to CDOC shall be the exclusive property of the CDOC for the term of this Agreement and any resulting extensions of this Agreement.

ii. Video Visitation

All video visitation DRs and video visitation recordings contained in the equipment Contractor provides shall be the exclusive property of the CDOC for the term of this Agreement and any resulting extensions of this Agreement.

iii. Tablet Data

Data generated by an inmate's use of a Contractor Tablet device are the exclusive property of CDOC. Contractor makes no claim to any such inmate data. There is no expectation of the inmate's privacy on Contractor Tablet devices. Data so generated

shall, upon request of the CDOC, or any authorized representative of the CDOC, be retrieved by Contractor by every form of data retrieval (or “data dump”) reasonably available to Contractor and presented as soon as reasonably possible to the CDOC or authorized representative. CDOC or its authorized representative shall have the right to retrieve all such data without Contractor’s assistance, permission, or knowledge using forensic software, hardware storage download, or file(s) download(s) from any Contractor’s Tablet in its possession. The inmate-generated data that CDOC may request and obtain includes, without limitation:

- a. Name of videos an inmate searched;
- b. Name of videos an inmate watched;
- c. Inmate views and interactions with content;
- d. Voice and audio data generated when an inmate used audio features;
- e. In the event images, videos, or any type of data is stored on a Tablet, CDOC may seek tablet data without limitation and allowed by law and State and Federal regulations;
- f. Purchase activity;
- g. The identity of any persons, entities, or other parties with whom the inmate communicated or shared content;
- h. Activity on applications;
- i. Telephony log data from calls or messages, including without limitation, Contractor’s phone number, calling-party number, receiving-party number, time stamp, date of calls and messages, duration of calls, routing information, and types of calls; and
- j. All other data generated by the inmate’s use of the Contractor’s Tablet, whether generated directly by the inmate which Contractor has access.

G. MONITORING AND RECORDING

Contractor has no responsibility to advise CDOC with respect to any law, regulation, or guideline that may govern or control recording or monitoring by CDOC, or compliance therewith. Contractor disclaims any responsibility to provide, and in fact has not provided, CDOC any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Contractor shall provide CDOC with the ability to monitor and/or record DR, call recordings, video visitation recordings and all use of the Tablets, including the ability to monitor and record calls made through the Tablets, read emails sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets.

H. MAINTENANCE

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved

(collectively, the "Record Retention Period"). All video recordings will be maintained 12 months from the date of the video visit.

I. **INSPECTION**

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

End of Exhibit A.

EXHIBIT B, INMATE TELEPHONE SERVICE

1. SERVICES

Contractor shall be responsible for: a) furnishing, installing, repairing and servicing the equipment listed below; b) the establishment (if and to the extent required of Contractor by law) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated operator services provided by the Contractor; c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; d) the processing of all telephone call records; e) the performance (alone or through others) of all validation, billing, outclearing and collection services; and f) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Contractor's obligations under this Agreement. The Contractor reserves the right to control unbillables, bad debt and fraud.

The installation of software and/or hardware on Contractor provided equipment is prohibited unless approved. System conditions can change and become unstable with the addition of software other than that installed by the Contractor. The Contractor does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Contractor assumes no liability for any data stored on the equipment which is not directly related to the services provided under this Agreement.

2. MONITORING AND RECORDING

Reference Exhibit A, Statement of Work

3. LIST OF EQUIPMENT FEATURES, AND PERSONNEL

(In addition to inmate telephones and TTY's listed on Exhibit G)

Centralized FOCUS HMP Centralized Inmate Calling Platform, with the following features:

- A. V-Track – Investigative suite that features advanced call monitoring, playback of inmate calls, and investigative reporting, to include SecureLink.
- B. V-Tips - Investigator software that allows confidential informants the ability to leave messages for Investigators.
- C. Data IQ Investigator Software – Data IQ is an analytical tool designed to integrate disparate data sources into a single data mining and link analysis solution, allowing users to be more efficient and effective in generating actionable intelligence.
- D. V-Track Investigative Suite - V-Track investigative suite for monitoring and playback of inmate calls. V-Track has additional features, such as Security Threat Group classification, Case Notes capability, and an extensive list of reporting capabilities.
- E. SecureLink - SecureLink software enables email to be used to allow others secured access to recording via a link and password.
- F. Call IQ Intelligent Keyword Search - Call IQ shall be deployed by Contractor into the existing ITS system used by CDOC, no later than one hundred twenty (120) Days from the effective date of Restatement.

Call IQ is an intelligent keyword search application that allows recorded conversations of inmate calls to be scanned automatically for specific keywords: allowing investigators to phonetically search recordings that contain the words or phrases of interest. The search technology enables searches on proper names, inexact spellings, industry terms, jargon, slang, and colloquialisms.

- G. On-Site Fusion Analyst - Contractor shall provide two (2) Fusion Analysts located at CDOC Headquarters no later than ninety (90) days from the effective date of contract restatement.

On-Site Fusion Analysts assists the Department's investigators with Data IQ in order to reveal patterns in unanalyzed raw data to uncover illegal activity inside and outside of CDOC facilities.

4. RATES

The telephone rate structure and transaction fees are provided in the tables below and shall in no event exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission ("FCC"). The rates provided are exclusive of taxes, and other amounts Contractor collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs. Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Contractor to, at its option, renegotiate or cancel this Agreement.

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Call Rates and Surcharges

<u>Call Type/Collect</u>	<u>Collect Rates</u>		
	<u>Connect Fee</u>	<u>First Minute</u>	<u>Additional Minute</u>
Local	\$ 0.00	\$.1075	\$.1075
Intralata/Intrastate	\$ 0.00	\$.1075	\$.1075
Interlata/Intrastate	\$ 0.00	\$.1075	\$.1075
Interlata/Intrastate	\$ 0.00	\$.1075	\$.1075
International	N/A	N/A	N/A

<u>Call Type/Prepaid</u>	<u>Prepaid Rates</u>		
	<u>Connect Fee</u>	<u>First Minute</u>	<u>Additional Minute</u>
Local	\$ 0.00	\$.1075	\$.1075
Intralata/Intrastate	\$ 0.00	\$.1075	\$.1075
Interlata/Intrastate	\$ 0.00	\$.1075	\$.1075
Interlata/Intrastate	\$ 0.00	\$.1075	\$.1075
International	\$ 0.00	\$ 0.50	\$ 0.50

<u>Call Type/Prepaid</u>	<u>Debit Calling Rates</u>		
	<u>Connect Fee</u>	<u>First Minute</u>	<u>Additional Minute</u>
Local	\$ 0.00	\$.1075	\$.1075
Intralata/Intrastate	\$ 0.00	\$.1075	\$.1075
Interlata/Intrastate	\$ 0.00	\$.1075	\$.1075
Interlata/Intrastate	\$ 0.00	\$.1075	\$.1075
International	\$ 0.00	\$ 0.50	\$ 0.50

In addition to the call charges, Contractor may charge transaction fees as detailed below.

Transaction Fees

- **Advance PayAccount Transaction Fee** (Maximum Single Deposit Amount is \$100.00).
- **Advance Pay One Call Transaction Fees, (formerly called Single Pay Billing Arrangements):** Advance One Pay Call Transaction Fee is an automated payment method fee (via debit or credit card) used with a prepaid calling option that does not have a minimum balance requirement and does not require setting up a Pre-Paid account. The connect fee is \$1.19 and the per minute rate charge shall be any applicable transaction and third-party provider fees and charges, plus the applicable ITS per-minute rate set forth above.

- Deposit Channel	Fee
Online (Web)	\$3.00
Mobile Phone Application	\$3.00
Phone (Interactive Voice Response)	\$3.00
Phone (Live Operator)	\$5.95
Retail Location	Varies by Retailer
Check or Money Order Mailed to Lockbox	No charge
Automated fee for payment by credit card, debit card, and bill processing.	\$3.00
Paper Billing Statement	\$2.00
Third-party Billing Fee	Actual

In addition to the foregoing, there is an account closure/refund fee of \$3.95, which Contractor may change from time to time.

Inmate Pay Pin Debit Account

Inmates will only be allowed to deposit money to their Inmate Pay Pin Debit Account through purchases made via the IVR.

END OF EXHIBIT B

EXHIBIT C, MOBILITY SERVICE

1. Overview. Contractor shall supply the products and services needed to deploy Contractor's enhanced communications services ("mobility service") using a shared model at Premises Provider locations, as further described in Exhibit G. Contractor will initially deploy a shared/usage-based solution at all CDOC sites beginning with a 6-to-1, inmate to tablet ratio. The tablets to be initially deployed will be the most recent Contractor tablet model that is compatible with the solutions and Contractor agrees to add/subtract the number of tablets based according to inmate use and adoption base and approved by CDOC. These changes may increase or decrease the stated tablet ratio. Eligible inmates shall have access to the mobility service through the tablets (as defined below). The tablets shall connect to Contractor's secure network through wireless access points deployed at the locations as defined below, provided, however, that access in any location may not be ubiquitous, and may have gaps, depending on location characteristics. The initial rollout will consist of a pilot program at the Arkansas Valley Correctional facility (AVCF) and, depending on results, will be deployed to additional facilities over time.
2. Deployment locations. The mobility service shall be deployed at the locations listed in Exhibit G (individually "location" and collectively "locations"). Contractor reserves the right to terminate the mobility service at any location and all locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the mobility service at such location(s), including the failure by Contractor to recover the expenditure (as defined below) within twenty-four (24) months following the deployment of the mobility service at locations as described in Exhibit B. Initial deployment will occur at the Arkansas Valley Correctional facility to run a pilot program. Upon successful completion of the pilot program, the tablet share/usage-based solution will be deployed at additional facilities based on a mutually agreed upon implementation schedule.
3. Contractor provided equipment, services and cabling. Contractor shall supply equipment, services, and cabling at no cost to premises provider, as follows. Contractor shall retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling shall become the property of the Premises Provider upon the expiration of the agreement. Upon termination of mobility service in any CDOC location(s), Premises Provider shall collect and deliver to Contractor all tablets assigned to the location(s) and provide Contractor a reasonable opportunity to collect all associated equipment and hardware (except cabling).

A. EQUIPMENT AND HARDWARE

- i. Tablets. Upon successful completion of the Arkansas Valley Correctional Facility Pilot Program, Contractor shall deploy a shared/usage-based solution at select CDOC sites beginning with a 6-to-1, inmate to tablet ratio. The tablets to be initially deployed will be the most recent Contractor tablet model that is compatible with the solution and Contractor agrees to add/subtract the number of tablets based according to inmate use and adoption as approved by CDOC.
- ii. CDOC and Contractor shall work together to form a mutually agreed upon process for tablet replacement. In addition, Contractor shall be responsible for providing an

adequate number of spares and processing of Return Merchandise Authorizations (RMAs) to support the shared model.

- a. Each inmate that has access to a tablet must agree to the Global Tel*Link Corporation End User License Agreement (Exhibit H) in order to be granted use of the Tablet.
 - b. Contractor shall provide one set of earbuds to each inmate that has access to tablets, and may supply replacement earbuds directly to CDOC for purchase by the inmate through Premises Provider's Canteen service.
 - c. Contractor shall replace or repair any Tablet that is damaged or destroyed for reasons other than a willful act and the replacement tablet will be the most recent Contractor tablet model deployed.
 - d. Contractor may replace, upgrade, and/or substitute any or all of the Tablets at any time and the replacement tablet will be the most recent Contractor tablet model that is compatible with the solution deployed. Any upgrade replacement tablet model will require prior written approval by the CDOC Primary POC or their designee.
 - e. Contractor shall monitor, repair, replace, and/or upgrade the tablet charging stations to ensure they are in proper working order. Charging stations not in proper working order will be repaired or replaced within 48 hours.
 - f. Contractor shall provide up to 6 tablets and one charging station to CDOC Headquarters for forensic and monitoring use by the CDOC.
 - g. If at any time Contractor has reason to believe the system has been compromised in any manner, the Warden and Primary POC is to be notified as soon as reasonable within 2 hours upon the discovery of the compromise.
- iii. Additional Hardware and Cabling. Contractor shall provide all hardware, cabling, and circuits necessary to deploy the Mobility Service at the Locations, subject to the following.
- a. Charging. Tablets will be charged in a common area within each unit. Individual chargers will not be provided. Unless pre-approved in writing by the Warden and Physical Plant Manager, all charging stations will be hard wired to the electrical service. CDOC/Premise Provider to provide all electrical requirements to connect charging stations to Premise Provider power.
 - b. Access Points. Contractor shall install access points to enable access within common areas in each Location, as reasonably permitted by layout and other characteristics of the Location. Access points will not need to provide coverage inside cell locations.

B. SERVICES

- i. Telephone Calls. Contractor shall enable Tablets for outbound telephone calls through the inmate telephone platform the Contractor operates on behalf of Premises Provider. The calls shall include the features and functionality associated with the inmate telephone platform, including system settings, investigative capabilities, and security

features. Inmates shall use earbuds, which are equipped with a microphone, to complete calls.

4. **Content.** Contractor shall make available for inmate use certain content that is on or accessed through the Tablets, including music, games, email, and such other content as may be agreed upon in writing by the Parties. The content shall be provided on a usage basis that terminates upon Contractor no longer providing Premises Provider with the Mobility Service, the release or transfer of the inmate from the Locations, or the violation by the inmate of the terms of use for the Tablet, including nonpayment for usage. Applications may be updated following deployment of the Mobility Service. Changes of any kind to content will be done in a controlled manner and must be approved in writing prior to deployment of the suggested changes by the CDOC Director of Prison Operations or their designee. Contractor reserves the right to alter or discontinue any content. Contractor shall work in good faith to supply educational content through the Tablets that is generally suitable for the inmate population based on industry standards and Premises Provider requirements, except, however, Contractor shall not be required, and Premises Provider shall assume, any cost of delivering such content to inmates.
5. All CDOC approved services made available through the tablets (not including charges for inmate telephone calls) shall be through the use of tablet usage credits which each inmate shall ordered through CDOC Canteen Services, and are deposited into a special purpose Contractor account created for the inmate (individually “usage account” and collectively “usage accounts”).
6. Tablet initiated phone calls are to be governed by the approved CDOC inmate phone list.
7. For visually impaired users, the Contractor will offer:
 - A. TalkBack (tablet reads content aloud as user swipes through the page)
 - B. Magnification Gestures (triple tap to zoom in)
 - C. High Contrast text setting
 - D. Color Correction for color blindness
 - E. Color Inversion
8. **Support and Maintenance.** Contractor shall provide all support and maintenance services for the Mobility Service, including the Tablets and Charging Stations, subject to the limitations described herein. Contractor shall respond promptly to all support requests, provided, however, reports or requests involving the security features of the Tablets shall have priority. Premises Provider acknowledges that the resolution of certain hardware and software events shall be subject to supply chain lead times, and that Tablets shall not be available while being repaired or maintained.
9. **Pricing.** Contractor may apply the following charges on the use of the Tablets, provided, however, that Contractor may in its discretion change any pricing other than pricing for inmate telephone calls.
 - A. **Inmate Telephone Calls:** Inmate telephone call charges are as set forth in Exhibit B of this Agreement.
 - B. **Friends and Family Messaging Rates:** Messaging rates for “Friends and Family” will be \$0.25 per message if implemented.

- C. Paid Usage Rates for Paid Content on Tablets – Contractor shall ensure that some free content will be made available to the inmates, as part of the standard tablet content offering. Two levels of pricing will be available based upon the content that is ultimately deployed: Promotional or Standard. Promotional pricing includes content that Contractor may offer at a discounted rate to allow inmates to try the feature/content. Standard Pricing applies to all other usage content. Both rates are offered on a per minute of usage basis.

Promotional Per Minute Rate = \$0.03

Standard Per Minute Rate = \$0.05

This pricing applies to content including, but not limited to, applications, games, e-books, music, movies, podcasts, newsfeeds, TV shows, audio books and FM radio. Over the term of the agreement, Contractor may elect to add, change, or delete the current content library. Changes of any kind to the content library will be done in a controlled manner and must be reviewed and approved prior to deployment of the suggested changes by a Prison Operations Deputy Director.

The usage rates outlined above do not apply to facility automation tools such as:

- i. access to informational materials
 - ii. DocumentLink
 - iii. access to education/assessments/learning management system (LMS) unless agreed upon by both CDOC and Contractor.
- D. Tablet Commissions. Company shall pay Premise Provider monthly commission payments equal to five percent (5%) of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees). Tablet Commission payments will be final and binding unless written objection is received by the Company within sixty (60) days of receipt of commission payment from the Premise Provider.

10. PREMISES PROVIDER OBLIGATIONS

- A. Technology. Premises Provider must allow:
- i. The installation and use of Wi-Fi at all Locations;
 - ii. the use of wired earbuds and lithium batteries for the Tablets and;
 - iii. content to be accessed by inmates through the Tablets that includes, but is not limited to, wireless inmate telephone calling, applications, games, e-books, music, movies, podcasts, newsfeeds, TV shows, audio books and FM radio, and any other content agreed upon by Premises Provider and Contractor.
- B. Operations. Premises Provider must:
- i. allow and facilitate the sale of earbuds through its Canteen Services;
 - ii. allow eligible inmates to purchase Tablet usage (applications, games, e-books, movies, etc.) through Canteen Services;
 - iii. facilitate the integration of inmate Usage and Inmate Canteen Sales for the real-time exchange of funds, at no charge to Contractor by either Premises Provider, or its third-party vendors, if any;

- iv. allow inmate per-call duration up to 20 minutes;
 - v. allow the use of Tablets in limited areas within the Locations as defined elsewhere in this Exhibit;
 - vi. provide Contractor with secure space to store Tablets and other Contractor equipment associated with the Mobility Service;
 - vii. provide at its expense all necessary power and power source.
- C. Use and Alteration. Premises Provider shall only allow the Tablets to be used for their intended purpose, and neither Premise Provider, nor OIT shall allow any third party to tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Contractor for use with the Mobility Service.

11. ADDITIONAL TERMS

- A. Monitoring and recording - reference Exhibit A, Statement of Work.
- B. Liability - Contractor and its suppliers shall in no way be responsible, or liable for, and Contractor in no way, guarantees the safety, efficacy or use of, the tablets, earbuds or other accessories, or the use of any device or accessory in any related activities by any tablet users, inmates or CDOC personnel. Furthermore, Contractor and its supplier are in no way responsible for any physical harm or other injury, foreseen or unforeseen, in the use of the tablets, earbuds, or related accessories. Premises provider is solely responsible for keeping cords away from those who present risk to themselves or others.
- C. Ownership of tablet data - reference Exhibit A, Statement of Work.
- D. Data extraction software. Contractor shall provide the state with use of Contractor's proprietary utility software for extracting data from Contractor's inmate tablets, and associated documentation (collectively "software"). Contractor grants the state a non-exclusive, non-transferable, license to use the software solely for extracting data from Contractor's inmate tablets in support of state investigations. The software and the license to use the software is provided at no charge to the state on a term license only basis, and is not a sale of the software. Nothing in this amendment, the contract, or through Contractor's performance under either shall constitute a transfer of right, title, or interest in or to the software, which are retained by Contractor and its licensors, subject only to this license to use the software.
 - i. The use of the Software is supplied in object code only, and nothing in this Amendment shall be construed as granting any license in the underlying source code that is used to generate the Software, or creating an implied license in the Software.
 - ii. The State shall not (a) make available or distribute all or part of the Software to any third party by assignment, sublicense or by any other means; (b) copy (except as required to complete an extraction, as detailed in the extraction guide), adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Software; or (c) allow third party access to the Software.
 - iii. The State agrees to (a) hold the Software in confidence using the same degree of care (but no less than reasonable care) it uses to protect its own confidential and proprietary information; (b) restrict disclosure and use of the Software solely to those State employees or agents who are authorized to use the Software to extract data from Contractor's inmate tablets in support of ongoing State investigations or prosecutions

- and advise these employees or agents of their obligations hereunder with respect to the Software; (c) not copy or otherwise duplicate the Software or allow anyone else to copy or otherwise duplicate the Software, except as may be necessary to CDOC's investigations or prosecutions under the Project; (d) exclude the Software from disclosure in response to any request for information under the Colorado Open Records Act; and, (e) within one (1) year following the effective date of this Amendment, or such earlier time reasonably requested by Contractor, and in either case subject to ongoing investigations or prosecutions, promptly return the Software to Contractor, and certify in writing that it has not improperly retained any part of the Software.
- iv. If the State becomes legally compelled or required to disclose any part of the Software, the State shall provide Contractor with prompt, prior, written notice of such requirement so that Contractor may seek a protective order or other appropriate remedy; provided, further, that if such a protective order or other remedy is not obtained or available, the State shall disclose only that portion of the Software that is legally required to be disclosed and to otherwise take all reasonable steps to preserve the confidential nature of the Software, including use commercially reasonable efforts to seek protective treatment of the Software required to be disclosed.
 - v. The State agrees that Contractor has no responsibility to advise the State with respect to any law, regulation, or guideline that may govern or control data extraction from electronic devices, or compliance therewith. The State has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the data extraction capabilities provided through the Software. Contractor disclaims any responsibility to provide, and has not provided, the State any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
 - vi. In addition to the foregoing terms and conditions, the Parties further agree to the Nondisclosure Agreement which is attached to this Amendment as Attachment 1 to Exhibit B – Mobility Service and is hereby so attached to the Original Contract.
- E. Hardware/Equipment used in Data Extraction. Contractor shall provide CDOC with use of a Contractor-owned laptop computer and any other equipment necessary for CDOC's use on the Project and CDOC is hereby authorized to utilize all such hardware and equipment, at no charge to the State, in its efforts on the Project, as defined in Attachment 1 to Exhibit B.

FURTHER, CDOC IS AUTHORIZED, BUT NOT OBLIGATED TO, ALTER, DESTROY, "CHIP-OFF", RENDER UNUSABLE, OR OTHERWISE DAMAGE ALL HARDWARE AND EQUIPMENT, TO INCLUDE WITHOUT LIMITATION INMATE TABLETS, AS MAY BE NECESSARY TO OBTAIN, EXTRACT, ANALYZE, AND PRESERVE ANY DATA, RECORDINGS, OR RECORDED INFORMATION IN ANY FORM OR OTHER INFORMATION THAT THE STATE OWNS OR HAS THE RIGHT TO OWN, CONTROL, OR ACCESS. ANY DATA OF EVERY NATURE GENERATED BY AN INMATE'S USE OF A CONTRACTOR TABLET DEVICE BELONGS EXCLUSIVELY TO CDOC. SUCH INCIDENTAL DAMAGE OR DESTRUCTION TO ALL SUCH HARDWARE AND EQUIPMENT SHALL BE CONSIDERED NORMAL USE FOR THE PROCEDURE UNDERTAKEN AND CDOC SHALL HAVE NO LIABILITY OR OBLIGATION TO REIMBURSE CONTRACTOR FOR ANY SUCH NORMAL USE.

END OF EXHIBIT C

EXHIBIT D, VIDEO VISITATION AND MANAGEMENT SOLUTION

1. OVERVIEW

Contractor shall provide a complete, secure Video Visitation System (VVS) solution to facilitate inmate communications with families, friends, and attorneys (at the facility discretion).

2. SERVICES

Contractor shall be responsible for: a) furnishing, installing, repairing and servicing the equipment listed below; b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and f) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Contractor's obligations hereunder. The Contractor reserves the right to control unbillables, bad debt and fraud.

Video Visitation participants are to be governed by the approved CDOC Inmate visitor list, which shall be managed by CDOC staff via the solution interface for CDOC staff.

The installation of software and/or hardware on Contractor provided equipment is prohibited unless authorized. System conditions can change and become unstable with the addition of software other than that installed by the Contractor. The Contractor does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Contractor assumes no liability for any data stored on third party equipment.

Premises Provider and Contractor shall use best efforts to promote video visitation at the Facility for paid remote video visitation including: 1) make video visitation available on a per facility basis for paid remote visits except in connection with disciplinary action; 2) allow Contractor to promote the use of video visitation through, among others, the distribution of promotional material at Facility locations, IVR recordings, the Web, and press releases; 3) Allow Contractor to have promotional pricing to make video visitation an attractive alternative.

3. MONITORING AND RECORDING

Reference Exhibit A, Statement of Work.

4. SOFTWARE

A. Visitation software deployment strategy

- i. Contractor shall deploy a hosted application server in the Contractor video visitation data center. A gatekeeper/recording/storage server will also be installed onsite at each CDOC facility or complex, as applicable, in order to increase solution performance.

B. Visitation Scheduling

- i. Unlimited number of user licenses for the Contractor Scheduling Software
- ii. Facility Registration and Scheduling
- iii. Public Web-Based Registration and Scheduling
 - a. Multilingual web interface (English, Spanish)
- iv. Professional Web-Based Registration and Scheduling, as agreed upon between the parties.
- v. Visitor Kiosk Registration and Scheduling, as agreed upon between the parties.

- C. Face-to-Face, On-Premises, and Remote Visitation Management
 - i. CDOC to approve inmate/friends & family relationships
 - ii. Manage public and professional visits at the discretion of the facility
 - iii. Manage non-contact visits
 - iv. Manage on premises video visitation and remote video visitation
 - v. Establish set schedules for on-premises video visits and remote video visits
 - vi. Officer video check-in prior to remote video visitation start at the discretion of the facility.
- D. Fully Configurable Policies
 - i. Quotas for inmates and visitors, by day or by week, ability to set different quotas for different housing units
 - ii. Assign staff users to user groups with specific privileges
 - iii. Inmate and visitor restrictions
- E. Automated Conflict Checking
 - i. Inmate and Station Availability
 - ii. Event Management
 - iii. Inmate and Visitor Quotas
 - iv. Housing Unit Visitation Schedules
 - v. Inmate and Visitor Restrictions
 - vi. Visitation Center Hours
 - vii. Number of Visitors Per Visit
- F. OMS Integration
 - i. One-way data transfer from oms: xml view or database view
 - ii. Option to import inmate events from oms including restrictions and approved visitors (requires xml integration)
- G. Live Monitoring & Recording
 - i. Live audio and video monitoring for all public video visits (professional video visits are encrypted to prevent live monitoring)
 - ii. Recording of all public video visits (professional video visits are encrypted to prevent recording). Recorded visits to be stored for 365 days.
- H. Cancellation Notification
 - i. Automated Inmate Updates and Cancellation Notices
 - ii. Cancellation notices via email and automated phone messages as agreed to between the Parties.
- I. Data Report
 - i. Upcoming visitation reports for an entire facility or specific housing unit
 - ii. Who visited whom and how many times (day, week, month, etc.)
 - iii. Visitation types (e.g. normal, professional, etc.)
 - iv. Visitations by housing unit, day of the week, or specific time, location
 - v. Housing Unit Reports- which station an inmate needs to be at, and at what time
 - vi. Formats include PDF, XLS, and HTML
 - vii. Total visitations by day, week, month, etc.

J. Visitor Warrant check

- i. Allows facility to export visitor registration information for 3rd party warrant check services and import warrant check results, as agreed to between the Parties.

5. **HARDWARE**

Hardware requirements are identified in Exhibit G

6. **TROUBLE TICKETING**

If issues with the Video Visitation system need Contractor resolution, CDOC staff will have the responsibility to enter trouble tickets in the Contractor trouble ticketing system. Contractor shall have 24 hours to respond to the ticket with an update and priority. There shall be a quarterly review of all tickets to evaluation process improvements, issues, and time to resolution. Contractor shall be responsible in organizing the meeting and preparing the content.

7. **RATES**

Any on-premise video visits beyond those free visits that are required by law will incur a charge for the duration of the visit time reserved. Cost of the visit times below are based on \$0.40 per minute.

Remote video visits shall be charged in accordance with the table below. Both 10 and 25 minute visits shall be allowed via the solution.

Visit duration	Charge to Visiting Party
10 Minutes	\$ 4.00
25 Minutes	\$ 10.00

If the Parties agree to deploy VisitNow (on-demand visitation) on tablets is deployed during the term of the agreement, inmate pricing shall be charged on a usage basis of \$0.25 per minute.

END OF EXHIBIT D

EXHIBIT E, PAYMENT SERVICES, INMATE TRUST DEPOSITS

1. SERVICES

At no cost to the Premise Provider, Contractor shall be responsible for the transfer of all funds accepted via any of the Contractor electronic payment services. The Contractor shall initiate an Automated Clearing House "ACH" credit to Premises Provider's designated bank on the next business day after the deposits are authorized and accepted by the Contractor.

2. ELECTRONIC PAYMENT SERVICES

A. Online and Phone

The Contractor shall allow friends and family "Sender(s)" of an inmate to send funds to inmate trust accounts with a credit/debit card. Payments can be made online at a Contractor provided we-based portal (e.g. www.ConnectNetwork.com) or via a toll free phone number to its call center(s) (e.g. 888-988-4768). Each payment shall subject to a convenience fee payable by the Sender in accordance with the transaction fee schedule below.

B. Walk-In

The Contractor shall allow Senders to safely and securely conduct transactions at select retailers through a network of payment centers using cash or credit/debit cards. Each payment shall be subject to a convenience fee payable by the Sender in accordance with the transaction fee schedule below.

3. TRANSACTION FEES

Trust Fund Deposit Range	CC/DC Fee (all channels)	Cash – Walk in Retail
\$0 - \$20	\$2.75	\$4.75
\$20.01 - \$100	\$4.75	\$4.75
\$100.01 - \$200	\$5.75	\$4.75
\$200.01 - \$300	\$7.75	\$4.75

4. BANKING

CDOC authorizes the Contractor to credit CDOC's bank account via ACH for all corresponding payments ordered by Senders "Payment". The Contractor agrees that it shall assume full liability for all funds transferred electronically to the CDOC as evidenced via the daily payment report provided to CDOC by the Contractor.

5. NOTIFICATION OF SERVICE

Premises Provider shall provide notification to inmate's friends and family of the availability of the Contractor Payment Solutions through the Premises Provider website and other mutually agreeable methods of notification, and provide a reference link from the Premises Provider website to a Contractor designated Payment Solutions URL.

6. LIABILITY

CDOC shall, to the full extent allowed by law, assume all liability for any mishandling of funds, or for any losses associated with any funds, coming into CDOC's possession expressly attributed to a Contractor Payment, not to exceed the maximum amount stated in the Payment transaction

record. The Contractor shall not be liable for any indirect, incidental, consequential, special, or exemplary damages.

7. ERRONEOUS AND REJECTED PAYMENTS

In case of any duplicate, inaccurate, or erroneous Payment by the Contractor to CDOC, and upon notification by the Contractor to CDOC of such duplicate, inaccurate, or erroneous Payment, verification of which is provided to CDOC, CDOC agrees to promptly reimburse the Contractor for the Payment, to the extent CDOC has not already disposed of the Payment funds pursuant to court-ordered statutory or regulatory diversions of deposits, or inmate income to third parties from inmate accounts.

CDOC may, within its sole discretion, reject a Payment by notifying the Contractor via email no later than the fourth banking day after receipt of the Payment. CDOC agrees to abide by the Contractor's provided instructions with respect to the disposition of the rejected Payment. The Contractor shall cancel the Payment transaction and make the amount of the Payment (excepting the transaction fee noted below) available for refund to the Sender, and CDOC shall return or credit the rejected Payment amount to the Contractor. Should there be any deviation by CDOC from the Contractor's instructions, CDOC shall be responsible for making the refund directly to Sender, with the exception of fees in Transaction Fee Schedule.

The Contractor reserves the right to implement controls necessary to limit bad debt and fraud, including: limit the number of deposits into any one account, provide a maximum single deposit limit of \$300, and restrict the number of payments from any source or individual.

END OF EXHIBIT E

EXHIBIT F, CONTRACTOR TABLET HANDLING PROCESS**1. CDOC RESPONSIBILITY**

- A. Spare tablets to be held in Property
- B. If an Officer notices or is informed of a broken tablet:
 - i. Officer shall report the broken tablet to the Property Officer at their facility.
 - ii. Officer shall remove the broken tablet, and have it taken to the Property Room.
 - iii. The Facility Property Office shall open a ticket through the Contractor provided trouble ticket reporting portal or report the broken tablet to Contractor so that a Trouble Ticket can be created. Minimum of information to be reported is:
 - a. Facility, Cell House/POD where tablet came from.
 - b. Tablet Serial # and MAC Address
 - c. Facility Point of Contact, Name and Phone Number

2. CONTRACTOR RESPONSIBILITY FOR TABLETS AND CHARGING STATIONS:

- A. Contractor Technician shall do a walkthrough of the facility at a minimum of once a week to check all tablets and charging stations. Spare tablets will be held in the Property unit in each facility.
- B. Contractor Technician shall maintain an inventory spreadsheet showing where a tablet and/or charging stations is assigned, including Unit/POD assigned, serial number and MAC address of the tablet as well as unique identifying information for the charging station. This spreadsheet will be shared with the Property Officer at the facility.
- C. Contractor shall provide ongoing monitoring of the tablet's activity as well as the charging stations as applicable.
- D. CDOC shall create Trouble Tickets for tablets or charging stations that are identified as possibly being broken.
- E. Once a Trouble Ticket is generated, the Contractor technician shall be on site within 48 hours of being dispatched.
- F. The Contractor technician shall pick up the reported tablet or charging station and replace it with a spare from Property or obtain a new one as needed.
- G. The Contractor technician shall go to the Cell House/POD where the tablet was assigned and test the reported tablet to determine if the issue is software or hardware related.
 - i. If the issue is software related, the technician shall contact technical support to try and help resolve the issue. If the issue is resolved onsite, the spare tablet will be returned to the Property Room.
 - ii. If the issue is hardware related, the technician shall provision the spare tablet and ensure it is fully operational. The spare tablet will then be placed in the charging station for use.

- H. The Contractor technician shall take any tablets or charging stations deemed non-repairable and have a Return Merchandise Authorization (RMA) created for replacement.
- I. Replacement tablet or charging station will be shipped to the Contractor technician.
 - i. The Contractor technician shall update the inventory spreadsheet for the assigned facility and then return the new tablet to the facility Property Room to be placed back in the spare inventory.
 - ii. The Contractor Technician shall provide the updated inventory spreadsheet to the Property Officer at the facility.

END OF EXHIBIT F

EXHIBIT G, CURRENT AND PROJECTED FACILITY EQUIPMENT LIST

FACILITY	CAMPUS	PHONES	TTY	Tablets	Charging Stations/ Ports	Video Visitation System
Arkansas Valley Correctional Facility (AVCF)		73	2	200	18/15	37
Arrowhead Correctional Center (ACC)/(CMC)	ECCPC	21	3	TBD	TBD	6
Bent County Correctional Facility (BCCF)		74	0	TBD	TBD	47
Buena Vista Correctional Facility (BVCF)		54	1	TBD	TBD	35
Centennial Correctional Facility (CCF)	ECCPC	21	0	TBD	TBD	4
Centennial Correctional Facility South (CCFS)	ECCPC	288	0	TBD	TBD	
Colorado Correctional Center (CCC)		9	1	TBD	TBD	5
Colorado State Penitentiary (CSP)	ECCPC	48	0	TBD	TBD	3
Colorado Territorial Correctional Facility (CTCF)	CTCF	37	9	TBD	TBD	14
Crowley County Correctional Facility (CCCF)		80	0	TBD	TBD	59
Delta Correctional Center (DCC)		28	0	TBD	TBD	10
Denver Reception and Diagnostic Center (DRDC)	Denver	33	4	TBD	TBD	12
Denver Women's Correctional Facility (DWCF)	Denver	69	4	TBD	TBD	33
Four Mile Correctional Center (FMCC)/(CMC)	ECCPC	21	1	TBD	TBD	11
Fremont Correctional Facility (FCF)	ECCPC	67	2	TBD	TBD	40
LaVista Correctional Facility (LVCF)	Pueblo	42	2	TBD	TBD	20
Limon Correctional Facility (LCF)		61	3	TBD	TBD	37
Rifle Correctional Center (RCC)		11	0	TBD	TBD	7
San Carlos Correctional Facility (SCCF)	Pueblo	15	3	TBD	TBD	9
Skyline Correctional Center (SCC)/(CMC)	ECCPC	13	1	TBD	TBD	4
Sterling Correctional Facility (SCF)		132	6	TBD	TBD	79
Trinidad Correctional Facility (TCF)		21	1	TBD	TBD	10
Youthful Offender System (YOS)	Pueblo	10	2	TBD	TBD	6
East Canon City Prison Complex (ECCPC) Visiting Center	ECCPC					7
CDOC/Office of the Inspector General (OIG)	HQ			8	1/9	

CMC = Canon Minimum Centers
Denver = Denver Complex
ECCPC = East Canon City Prison Complex
HQ = Headquarters
Pueblo = Pueblo Complex

After successful completion of pilot program and within 30 days of tablet implementation at all Facilities, EXHIBIT G – FACILITY EQUIPMENT Contractor is required to inventory Tablets and Charging Stations by unique identifiers to ensure proper counts and locations on a quarterly basis. The results will be given to the Colorado Department of Correction Primary Point of Contact by the 15th of the month following the quarter end.

END OF EXHIBIT G

**EXHIBIT H, GLOBAL TEL*LINK CORPORATION END USE LICENSE AGREEMENT
FOR INFORMATIONAL PURPOSES ONLY**

This End User License Agreement (this “**Agreement**“) is a legal contract between you (“**you**“), and Global Tel*Link Corporation, its subsidiaries and affiliates, as applicable (collectively, “**GTL**“). This Agreement governs your use of the software and associated online or electronic documentation published, distributed or otherwise made available by GTL (this software and documentation, and any applicable updates provided by GTL, constituting the “**Software**“), and the GTL voice and data communications services that GTL provides you (these voice and data communications services, together with the Software constituting the “**GTL Service**“), through a GTL mobile tablet device (each, including any accessories related to the device or provided in connection with the device, a “**GTL Device**“) that you purchase (each, a “**Purchased Device**“) or that you rent or that is loaned to you (each, a “**Rented Device**“). Any content or services that you purchase or access in connection with your use of a GTL Device or the GTL Service may be subject to additional terms and conditions provided by GTL or the provider of the applicable content or services. Furthermore, your use of the GTL Service or a GTL Device may be subject to additional restrictions imposed by the correctional facility where you are being held, as supplied to you by that correctional facility (the “**Facility**“).

BY CLICKING THE “ACCEPT” BUTTON BELOW YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, PLEASE RETURN THE GTL DEVICE TO THE LOCATION YOU PURCHASED OR RENTED IT AND YOU WILL RECEIVE A REFUND OF ANY MONEY YOU PAID GTL FOR THE APPLICABLE GTL DEVICE LESS THE COST OF ANY DAMAGE TO THE DEVICE WHILE IN YOUR POSSESSION BEYOND ORDINARY WEAR AND TEAR. IF YOU DO NOT RETURN THE GTL DEVICE WITHIN SEVEN (7) DAYS OF THE PURCHASE OR RENTAL OF YOUR GTL DEVICE, OR, IF THE APPLICABLE GTL OR FACILITY PERSONNEL ARE NOT AVAILABLE TO COLLECT YOUR GTL DEVICE FROM YOU WITHIN THE APPLICABLE SEVEN (7) DAY PERIOD, PROMPTLY FOLLOWING THE TIME THAT THE APPLICABLE GTL OR FACILITY PERSONNEL ARE AVAILABLE TO COLLECT YOUR GTL DEVICE, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT.

Notice Regarding Dispute Resolution: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED (SEE SECTION 13 BELOW), INCLUDING AN AGREEMENT AND OBLIGATION TO ARBITRATE DISPUTES, WHICH WILL, SUBJECT TO LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING ARBITRATION, UNLESS YOU OPT-OUT IN ACCORDANCE WITH SECTION 13(D). UNLESS YOU OPT-OUT OF ARBITRATION: (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 14 BELOW, HOWEVER, ANY CHANGES TO THIS AGREEMENT WILL NOT BE BINDING ON YOU UNLESS YOU AFFIRMATIVELY ASSENT TO THE APPLICABLE CHANGES.

A. TERMS AND CONDITIONS APPLICABLE TO THE GTL SERVICE

1. **LICENSE GRANT.** The GTL Service is licensed to you and not sold. Subject to the terms of this Agreement, during the term of your incarceration at the Facility, or for any shorter period of time that GTL provides the GTL Service at the Facility, GTL hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the GTL Service on a GTL Device solely for your personal purposes. You acknowledge and agree that the content and services that you purchase through the GTL Service during the period of your incarceration are supplied solely on a subscription basis and, subject to the terms of this Agreement, your right to access and use the GTL Service and the content and services you purchase through the GTL Service will terminate at the time your incarceration at the Facility ends, or at the time that GTL ceases providing the GTL Service at the Facility, if earlier.
2. **RESTRICTIONS ON USE.** You acknowledge and agree that you will not, and you agree not to enable others to: (a) reproduce the GTL Service; (b) modify, adapt, translate or create any derivative works of the GTL Service; (c) attempt to circumvent or disable the GTL Service or any technology features or measures in the GTL Service including, without limitation, any access controls or copyright protection mechanisms, by any means or in any manner; (d) attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the GTL Service; (e) distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer, publish or disclose the GTL Service to any third party; (f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the GTL Service or used in connection with the GTL Service; (g) use the GTL Service in any manner to aid in the violation of any GTL or third-party intellectual property rights, including without limitation copyrights, trademarks, trade secrets, and patents, or the applicable laws of the jurisdictions in which you are using the GTL Service, including without limitation libel, defamation, obscenity, and privacy-related torts; (h) use the GTL Service for any commercial purpose, or (i) use the GTL Service, in a manner intended to harm or injure yourself or others or in any manner that is in violation of any applicable law or regulation or that violates any rules or policies in effect at the Facility.
3. **RESERVATION OF RIGHTS.** You acknowledge that the GTL Service is protected by copyrights and other intellectual property and proprietary rights. GTL and its third-party licensors (“**Licensors**”) reserve all of these rights with respect to the GTL Service, except for the license expressly granted to you in Section 1. You acknowledge that, except for the express license granted to you in Section 1, no right, title, interest or license in or to the GTL Service, whether by implication, estoppel or otherwise, is granted, assigned or transferred to you. You agree not to take any action that interferes with or challenges, in any manner, GTL’s or its Licensors’ rights with respect to the GTL Service.
4. **UPDATES; AUTOMATIC FEATURES.** You acknowledge that GTL has no obligation to provide you with any Updates (as defined below) to the GTL Service. GTL may, however, from time to time, issue updated versions of the GTL Service and the GTL Service, may automatically connect to GTL or third-party servers via the GTL communication network to check for available updates to the GTL Service, such as bug fixes, patches, upgrades, enhanced functions, plug-ins and new versions (collectively, “**Updates**”), and may update the version of the GTL Service that you are using on the GTL Device. You hereby agree and consent to automatically or manually receive Updates from GTL or third-party servers, and that the terms and conditions of this Agreement shall apply to all of these Updates.
5. **MONITORING OF YOUR USE OF THE GTL SERVICE.** Your use of the GTL Service and the GTL Device may be monitored, and calls you make through the GTL Service may be monitored and recorded, email you send using the GTL Service may be read, and ports you use to access the GTL Service and content that is streamed or otherwise loaded on the GTL Device through the GTL Service may be monitored, in accordance with the policies and requirements

that are applicable at the Facility, or otherwise as necessary for GTL to comply with its obligations to the Facility. We may also collect and use information regarding your use of the GTL Device or the GTL Service to improve GTL products and services and otherwise for any lawful business or law enforcement purposes. By accepting this Agreement you authorize the recording, monitoring, viewing, and collection, as applicable, of calls made using the GTL Service, emails sent using the GTL Service, ports used to access the GTL Service, content that is streamed or otherwise loaded to the GTL Device through the GTL Service, and information regarding your use of the GTL Service or the GTL Device, in accordance with the terms of this Agreement, or as otherwise directed by the Facility.

- 6. THIRD PARTY CONTENT AND SERVICE PROVIDERS.** Your use of the GTL Service may allow you to access software or content provided by third parties through the GTL Service (this software and content constituting, “**Third-Party Content**”). You acknowledge that all Third-Party Content is the property of the applicable Third-Party Content owners and may be protected by applicable copyright and other intellectual property rights. You may not use any Third-Party Content in any manner that has not been authorized by this Agreement and the applicable service provider (“**Service Provider**”) or Third-Party Content owner. You acknowledge that you may be required to enter into a separate agreement with a Service Provider or Third-Party Content owner, or comply with a Service Provider’s terms or conditions of use in order to access or have the right to access and use certain Third-Party Content. Any terms that are applicable to Third-Party Content shall be in addition to, and not in lieu of, the terms and conditions of this Agreement and any policies that are applicable at the Facility. It is your responsibility to ensure that accessing, reproducing, displaying or otherwise using Third-Party Content in connection with your use of the GTL Service does not infringe any third-party intellectual property rights.
- 7. SUPPORT.** For questions relating to your use of the GTL Service, or problems you encounter while using the GTL Service, please refer to the Facility’s policies and processes on how to ask questions or seek support.
- 8. MANAGEMENT OF THE GTL SERVICE; SUSPENSION AND TERMINATION.** You acknowledge and agree that GTL has the right, but has no obligation, to (a) take appropriate legal action against anyone who, in our sole determination, violates this Agreement, including, without limitation, reporting you to law enforcement authorities, (b) without prior notice to you and without limitation, refuse, restrict access to or availability of, or disable all or a portion of the GTL Service, including by remotely locking or restricting access to the GTL Device, as well as removing Software or applications from the GTL Device or the GTL Service, (c) otherwise manage the GTL Service in a manner designed to protect the rights and property of GTL and users of the GTL Service and to facilitate the proper functioning of the GTL Service, and (d) take any action in connection with the GTL Service or the GTL Device as required by the Facility’s policies or otherwise directed by the Facility.
- 9. RESPONSIBILITY FOR CHARGES INCURRED.** You acknowledge and agree that you will be solely responsible for the payment of all charges that must be paid by the user of the Purchased Device or Rented Device, including charges for the GTL Service or any subscriptions for content.
- 10. REFUNDS.** If GTL terminates your use of the GTL Service, or access to features of the GTL Service, for reasons other than a) your release from the Facility, b) at the Facility’s direction, or c) due to your violation of this Agreement or Facility policies, we will provide you with a refund of any fees and charges you have paid and not used in connection with the GTL Service.
- 11. DISCLAIMER OF WARRANTY EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE GTL SERVICE AND EACH GTL DEVICE ARE PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT**

PERMITTED BY APPLICABLE LAW, GTL AND ITS LICENSORS AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OR TIMELINESS OF THE GTL SERVICE. GTL DOES NOT WARRANT THAT THE GTL SERVICE WILL MEET YOUR REQUIREMENTS OR BE ERROR-FREE. GTL DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE CONTINUOUS OR UNINTERRUPTED AND GTL SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE GTL SERVICE WHILE USING THE GTL DEVICE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE GTL SERVICE REMAINS WITH YOU. YOU UNDERSTAND AND AGREE THAT ANY SOFTWARE, MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GTL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE GTL DEVICE, INCLUDING ANY LOSS OR CORRUPTION OF DATA. GTL DOES NOT MAKE ANY REPRESENTATIONS ABOUT AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY CONTENT, ANY NON-GTL DEVICE, OR THE ACTIONS OR OMISSIONS OF A SERVICE PROVIDER OR THIRD-PARTY CONTENT OWNER. GTL IS NOT RESPONSIBLE FOR EXAMINING OR EVALUATING THE CONTENT, ACCURACY, COMPLETENESS, TIMELINESS, VALIDITY, COPYRIGHT COMPLIANCE, LEGALITY, DECENCY, QUALITY OR ANY OTHER ASPECT OF THIRD PARTY CONTENT. GTL, ITS OFFICERS, AFFILIATES AND SUBSIDIARIES DO NOT WARRANT OR ENDORSE AND DO NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR ANY THIRD PARTY CONTENT OR WEB SITES, OR FOR ANY OTHER MATERIALS, PRODUCTS, OR SERVICES OF THIRD PARTIES ACCESSED THROUGH THE GTL SERVICE. TO THE EXTENT YOU CHOOSE TO USE OR ACCESS ANY THIRD PARTY CONTENT THROUGH THE GTL SERVICE, YOU DO SO AT YOUR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO APPLICABLE LOCAL LAWS AND PRIVACY AND DATA COLLECTION LAWS. GTL DOES NOT MAKE ANY REPRESENTATIONS ABOUT AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY OF THE ACTIONS OR OMISSIONS OF THE FACILITY OR ANY FACILITY POLICIES. GTL, ITS OFFICERS, AFFILIATES AND SUBSIDIARIES DO NOT WARRANT OR ENDORSE AND DO NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR ANY ACTS OR OMISSIONS OF THE FACILITY OR ANY FACILITY PERSONNEL, OR FOR ANY MATERIALS, PRODUCTS, OR SERVICES PROVIDED TO YOU BY THE FACILITY OR ANY FACILITY PERSONNEL. YOU HEREBY EXPRESSLY WAIVE YOUR RIGHT TO BRING ANY ACTION OR CLAIM AGAINST GTL (A) IN CONNECTION WITH ANY ACT OR OMISSION BY THE FACILITY OR ANY FACILITY PERSONNEL, (B) RELATING TO ANY FACILITY POLICIES, OR (C) IN CONNECTION WITH ANY ACT OR OMISSION BY GTL WHICH IS TAKEN, OR WHICH GTL FAILS TO TAKE, AT THE DIRECTION OF THE FACILITY OR IN ORDER TO COMPLY WITH ANY FACILITY POLICIES.

12. **LIMITATION ON LIABILITY** TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW, IN NO EVENT SHALL GTL OR ITS LICENSORS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, COMPUTER SYSTEM FAILURE, MALFUNCTION OR OTHER PECUNIARY LOSS RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE GTL SERVICE, ANY THIRD PARTY CONTENT, OR ANY GTL DEVICE, EVEN IF GTL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL GTL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE GTL SERVICE OR ANY GTL DEVICE EXCEED THE AMOUNT YOU PAID GTL FOR THE GTL SERVICE DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING YOUR CLAIM, OR FOR THE GTL DEVICE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.^[L]_[SEP] GTL IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISING OUT OF OR RELATED TO YOUR USE OF THE GTL SERVICE. GTL IS NOT RESPONSIBLE OR LIABLE FOR, NOR DOES IT OTHERWISE GUARANTEE, THE SAFETY, EFFICACY OR USE OF THE GTL SERVICE OR GTL DEVICES OR ANY ACCESSORIES USED IN CONNECTION WITH THE GTL SERVICE OR GTL DEVICES. GTL IS NOT RESPONSIBLE OR LIABLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, THAT ARISES FROM OR RELATES TO THE USE OF THE GTL SERVICE OR ANY GTL DEVICE.^[L]_[SEP]

13. DISPUTE RESOLUTION (PLEASE READ THIS PROVISION CAREFULLY; IT AFFECTS YOUR LEGAL RIGHTS)

- a. **Arbitration.** The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations. If we are not able to resolve a dispute, all claims arising out of or relating to this Agreement (including its formation, performance and breach), the GTL Service, any GTL Device or the parties' relationship shall be finally settled by binding arbitration, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever individual relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost. The interpretation and enforcement of this Agreement shall be subject to the Federal Arbitration Act. **The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.**^[L]_[SEP]
- b. **Class Action Waiver.** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action,

and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

- c. **Exception – Litigation of Small Claims Court Claims.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- d. **Thirty Day Right to Opt Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Section by sending written notice of your decision to opt-out to the following address: c/o Global Tel*Link Corporation, 12021 Sunset Hills Road, Reston, Virginia 20190, Attn: Arbitration Opt-Out. The notice must be sent within thirty (30) days of the date you have agreed to this Agreement; otherwise you shall be bound to arbitrate disputes in accordance with the terms set forth above. If you elect to opt-out of these arbitration provisions, we also will not be bound by them.
14. **AMENDMENTS.** This Agreement may be amended by GTL from time to time. We will notify you of material changes to this Agreement. You will be required to affirmatively accept the modified Agreement the first time you log on to your GTL Device following the effective date of the applicable changes. If you do not agree to the modified Agreement you must cancel the GTL Service by returning the GTL Device to the location at the Facility designated for support and maintenance of the GTL Device no later than thirty (30) days following the date you first logged in to the GTL Device after the date the modified Agreement becomes effective, or, if the applicable GTL or Facility personnel are not available to collect your GTL Device from you within the applicable thirty (30) day period, promptly following the time that the applicable GTL or Facility personnel are available to collect your GTL Device. If you choose to cancel the GTL Service, you will not be bound by the terms of the modified Agreement, and will be entitled to a pro rata refund for the period following the date of termination of (a) any fees that you have paid in connection with the GTL Service, and (b) as applicable, any fees you have paid in connection with renting a Rented Device. If you cancel the GTL Service and you have purchased a Purchased Device, then you may elect to either (i) receive a refund for the purchase price of your Purchased Device, depreciated on a straight line basis over a two (2) year life and for any damage to the device beyond ordinary wear and tear, or (ii) have the Facility store your Purchased Device, in accordance with the Facility's policies for the storage of personal possessions of inmates, until the time of your release from the Facility. Any Purchased Device that is stored by the Facility pursuant to this Section 14 will be restored to the base operating system, and all content of the device (except for the base operating system), or an equivalent device, including any content you subscribed to in connection with the GTL Service, will be deleted and no longer available to you. You must be in compliance with this Agreement and your Purchased Device must be in normal working order to allow restoration of the base operating system. You may be charged a fee of up to twenty five dollars (\$25) to have the base operating system restored. You may also be responsible for shipping and handling costs. The base operating system will be governed by terms and conditions that are in accordance with industry standards.
15. **NO MODIFICATIONS.** This Agreement may only be modified in accordance with the terms of Section 14. Employees of GTL or anyone purporting to act on our behalf are not authorized to modify this Agreement, either verbally or in writing. If any employee of GTL offers to modify this Agreement, he or she is not acting as an agent for GTL or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from an

- employee of GTL or anyone else purporting to act on our behalf.
16. **NO THIRD PARTY BENEFICIARIES.** This Agreement is between you and GTL. There are no third party beneficiaries.
 17. **INDEPENDENT CONTRACTORS.** No agency, partnership, joint venture, or employment arrangement is created as a result of this Agreement and you do not have any authority of any kind to bind GTL in any respect whatsoever.
 18. **NON-WAIVER.** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
 19. **FORCE MAJEURE.** GTL shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond GTL's reasonable control, including, without limitation, any mechanical, electronic or communications failure or degradation.
 20. **SEVERABILITY.** If any provision of this Agreement (other than the class action waiver in Section 13) is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
 21. **ASSIGNMENT.** This Agreement is not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer, assign or delegate this Agreement and our related rights and obligations without obtaining your consent.
 22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings.

B. ADDITIONAL TERMS APPLICABLE TO GTL DEVICES

You acknowledge and agree that you will not, and you agree not to enable others to: (1) attempt to circumvent or disable any technology features or measures in the GTL Device including, without limitation, any access controls or copyright protection mechanisms, by any means or in any manner; (2) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the GTL Device or used in connection with a GTL Device; (3) use the GTL Device in any manner to aid in the violation of any third-party intellectual property rights, including without limitation copyrights, trademarks, trade secrets, and patents, or the applicable laws of the jurisdictions in which you are using the GTL Device; (4) use the GTL Device for any commercial purpose, or (5) use the GTL Device in a manner intended to harm or injure yourself or others or in any manner that is in violation of any applicable law or regulation or that violates any rules or policies in effect at the Facility.

YOU HEREBY AFFIRM AND UNDERSTAND THAT THE GTL DEVICE, AND PARTS THEREOF, COULD BE MODIFIED, ADULTERATED, OR OTHERWISE IMPROPERLY USED. YOU AGREE TO USE THE GTL DEVICE AT YOUR OWN RISK AND HEREBY RELEASE GTL AND ITS AFFILIATES, AND THEIR REPRESENTATIVES FROM ANY AND ALL LIABILITY RESULTING FROM ANY UNINTENDED, IMPROPER OR ILLEGAL USE OF THE GTL DEVICE. KEEP CORD AWAY FROM THOSE WHO PRESENT RISKS TO THEMSELVES OR OTHERS.

1. PURCHASED DEVICES

- a. **LIMITED PRODUCT WARRANTY FOR PURCHASED DEVICES.** GTL warrants to the original purchaser of the Purchased Device, that the Purchased Device shall be free from defects in materials and workmanship under normal use for a period of ninety (90)

days from the date of activation of your Purchased Device (the “**Warranty Period**”). A Purchased Device will be deemed activated the first time you log in to your Purchased Device.

b. EXCEPTIONS TO LIMITED WARRANTY FOR PURCHASED DEVICES.

- i. GTL does not warrant that the operation of your Purchased Device will be uninterrupted or error-free. GTL is not responsible for damage arising from failure to follow instructions relating to the Purchased Device’s use or using the Purchased Device other than for its intended purpose.
- ii. This Limited Warranty only applies to your Purchased Device and does not cover the GTL Service that is provided through the Purchased Device.
- iii. This Limited Warranty is expressly conditioned upon proper use of the Purchased Device. This Limited Warranty does not cover: (A) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (B) scratches, dents and cosmetic damage, unless caused by GTL or the product manufacturer; (C) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (D) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (E) ordinary wear and tear; (F) defects or damage resulting from the use of the Purchased Device in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by GTL; (G) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by GTL; (H) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; or (I) defects or damage resulting from Wi-Fi signal reception or transmission, or viruses or other software problems introduced into the Purchased Device. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (1) the battery has been charged by a battery charger not specified or approved by GTL for charging the battery; (2) any of the seals on the battery are broken or show evidence of tampering; or (3) the battery has been used in equipment other than the Purchased Device for which it is specified.

- c. REMEDIES FOR PURCHASED DEVICE DEFECTS.** If a hardware defect arises in connection with your Purchased Device and a valid claim is received by GTL within the Warranty Period, GTL will, at its option and to the extent permitted by law, either (i) repair the Purchased Device at no charge, using new or refurbished replacement parts or (ii) replace the Purchased Device with a new or refurbished Purchased Device. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Warranty is valid only in the jurisdictions where the Purchased Device is sold by GTL itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement hardware product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be required in your jurisdiction. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

- d. **HOW TO OBTAIN WARRANTY SERVICE FOR PURCHASED DEVICES.** To obtain warranty service, you must deliver the Purchased Device to an employee or representative at the Facility who is designated to facilitate and service the GTL Devices. If GTL determines that any warranty claim is not covered by this Limited Warranty, GTL will return the applicable Purchased Device to the Facility to process in accordance with the Facility's policies regarding inmate property, subject to your payment of applicable shipping costs.
- e. **LIMITATIONS ON GTL'S LIABILITY RELATING TO PURCHASED DEVICES**
 - i. **THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF GTL'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING YOUR PURCHASED DEVICE. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL GTL BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF YOUR PURCHASED DEVICE OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE YOUR PURCHASED DEVICE.**
 - ii. **GTL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH YOUR PURCHASED DEVICE, OR THE ABILITY TO INTEGRATE ANY THIRD-PARTY SOFTWARE OR EQUIPMENT WITH YOUR PURCHASED DEVICE, WHETHER THE APPLICABLE THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PURCHASED DEVICE OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF THE APPLICABLE THIRD-PARTY SOFTWARE OR EQUIPMENT.** [SEP] [SEP] **Nothing in the Purchased Device instructions or information shall be construed to create an express warranty of any kind with respect to your Purchased Device. No agent, employee or representative is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of GTL regarding the Purchased Device or this Limited Warranty.** [SEP]
- f. **PROCEDURE UPON TERMINATION OF GTL SERVICE AT THE FACILITY OR YOUR RELEASE FROM THE FACILITY.** Upon, or immediately prior to, your release or transfer from the Facility, or at the time that GTL ceases providing the GTL Service at the Facility, if sooner, you will be required to return your Purchased Device to Facility personnel and your Purchased Device (or an equivalent device) will be restored to the base operating system, provided also that you must be in compliance

with this Agreement and your Purchased Device must be in normal working order to allow restoration of the base operating system. You may be charged a fee of up to twenty-five dollars (\$25) to have the base operating system restored. You may also be responsible for shipping and handling costs. All content of the device (except for the base operating system), including any content you subscribed to in connection with the GTL Service will be deleted and no longer available to you. The base operating system will be governed by terms and conditions that are in accordance with industry standards. You should consult with Facility personnel on the process for retrieving your Purchased Device following the implementation of these adjustments. **YOU ACKNOWLEDGE AND AGREE THAT THE FACILITY, AND NOT GTL, WILL BE RESPONSIBLE FOR DETERMINING WHETHER YOUR PURCHASED DEVICE WILL BE RETURNED TO YOU FOLLOWING YOUR RELEASE OR TRANSFER FROM THE FACILITY, OR FOLLOWING THE TIME THAT GTL CEASES PROVIDING THE GTL SERVICE AT THE FACILITY. THERE IS A RISK THAT YOUR PURCHASED DEVICE WILL NOT BE RETURNED TO YOU BY THE FACILITY.** However, If GTL ceases to provide the GTL Service at the Facility within ninety (90) days of the date on which you purchase your Purchased Device, you will be entitled to a refund of any fees that you have paid in connection with your Purchased Device (if you return your GTL Device and subject to any charges for any damage to the GTL Device beyond ordinary wear and tear while in your possession).^[SEP]

2. ADDITIONAL TERMS APPLICABLE TO RENTED DEVICES

- a. **SUPPORT OF RENTED DEVICES.** For questions relating to your use of the Rented Device, or problems you encounter while using the Rented Device, please refer to the Facility's policies and processes on how to ask questions or seek support. All support and maintenance requests will be addressed in accordance with the agreement between GTL and the Facility regarding the Rented Device, and GTL shall have no obligation to you with respect to any support or maintenance requests.
- b. **INTENTIONAL DAMAGE. YOU ACKNOWLEDGE AND AGREE THAT THE RENTED DEVICE HAS A MATERIAL VALUE AND ANY INTENTIONAL DAMAGE TO A RENTED DEVICE MAY CONSTITUTE CRIMINAL VANDALISM THAT CAN BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.**
- c. **MAINTENANCE AND OPERATION.** You shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Rented Device, and shall ensure that the Rented Device is not subjected to moisture of any kind; or careless, unusually or needlessly rough usage; and you shall maintain the Rented Device in good repair and in operative condition. Furthermore, you shall not use accessories, products, or ancillary/peripheral equipment in connection or conjunction with the GTL Device that are not furnished or approved by GTL.
- d. **DISCLAIMER OF WARRANTIES FOR RENTED DEVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTL AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE RENTED DEVICES.**
- e. **RETURN OF RENTED DEVICES UPON TERMINATION OR RELEASE.** Upon, or immediately prior to, your release or transfer from the Facility, at the time that GTL

ceases providing the GTL Service at the Facility, if sooner, or as directed by the Facility, your right to use your Rented Device will terminate, and you will be required to return your Rented Device to Facility personnel.

END OF EXHIBIT H

EXHIBIT I, SAMPLE OPTION LETTER

Table with 2 columns: Agency/Contractor information and Option Letter details. Rows include State Agency, Contractor, Current Contract Maximum Amount, and Extension Terms.

1. OPTIONS:

- A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Contract
C. Option to change the quantity of Services under the Contract
D. Option to modify Contract rates
E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- F. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract...
G. For use with Options 1(B) and (C): In accordance with Section(s) Number of the Original Contract...
H. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract...
I. For use with Option 1(E): In accordance with Section(s) Number of the Original Contract...
J. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table...

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Insert start date, whichever is later.

Signature and approval section. Includes fields for State of Colorado Governor, Agency Head, and State Controller (Robert Jaros, CPA, MBA, JD). Includes a disclaimer: 'In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.'

END OF EXHIBIT I.